

1882-029 Chancery Causes: Melvina C. Graham for &c vs. James P. Graham &c  
Lee Co.

Goslyn, Kinser

CA-Debt  
T-Property



To the Hon. John A. Kelly Judge of the Circuit Court  
of Lee County Virginia.

Humbly complaining, Your Orator Melvin L. Graham  
who sues for the benefit of Henry L. Jolly would respec-  
tfully show unto your Honor that one James P. Graham  
is justly indebted to him in the sum of \$35.00 which  
became due and payable the 8th day of May 1882, the  
whole of which is still due and unpaid, and the said  
James P. Graham still refuses to pay the same or any  
part thereof, although often requested so to do, to show  
which your Orator here states, that on the 7th day  
of April 1881 the said James P. Graham executed to your  
Orator Melvin L. Graham his bond dated as aforesaid, and  
filed herewith as a part of this bill marked (A) by which  
he promised and undertook to pay to your Orator three  
months after date said sum of \$35.00 for value received  
in hand. And as to said debt, the said Jas. P. Graham  
received the benefit of his homestead exemption as will  
be seen by reference to said bond. Your Orator further  
states that on said 7th day of April 1881 he sold to said  
Jas. P. Graham his undivided interest in a certain  
lot or parcel of land lying and being in said county of  
Lee, and on Powell's river about 4 miles east of Jonesville  
for the sum of fifty dollars, fifteen of which was paid  
down, and for the remaining thirty five dollars said  
note or bond was executed due & payable as aforesaid.

Your Orator further states that by deed bearing date  
April 11- 1881 he and his wife conveyed to said James



P. Graham the said undivided interest sold as aforesaid which deed is herewith filed as a further part of this bill marked (B) And by reference thereto your Honor will see that said Orator and his wife reserved for the benefit of Henry C. Joslyn the vendors lien on said land until said \$35.00 should be paid, said Orator further states that he is advised said unpaid purchase money constitutes a valid and binding lien on the land so sold, which a court of equity will take cognizance of, and enforce by a sale thereof if necessary: said Orator further states that soon after he sold said land, to said James P. Graham, the latter contracted and sold the same along with other lands to Jefferson Kinser and Doro Kinser and put them in <sup>that they</sup> the full and free possession thereof, and have so continued <sup>therein</sup> from that time until the present, and are now in the free and full possession thereof claiming it as their own.

said Orator further states that the said Jefferson & Doro Kinser at the time of their purchase from said James P. Graham had full knowledge of said Orators said vendors lien, and he is further advised that said land is bound to him for said purchase <sup>money</sup>, although now in the hands of third parties as aforesaid And to enforce said lien is the object of this suit.

said Orators prayer therefore is, that said James P. Graham Jefferson Kinser and Doro Kinser be made parties defendant to this bill, and be required to answer the statements thereof fully on oath, that on a hearing of the cause a decree be rendered in favor of said Orator against said James P. Graham for \$35.00 with interest thereon from May 8 1882.



till paid and the costs of suit, And that said land be  
decreed to be sold to pay the same, And for all other  
general and special relief which is competent for a court  
of equity to grant, May the Commonwealth writ of Habeas  
corpus directed &c.

Ayres + Morgan for Peff



6. 4.27  
8 1.50  
A 15.00

Melvin C. Graham fort. <sup>Attn</sup>

vs. { Bill in Chy

James P. Graham to them

1882. July - Bill filed & Spa  
executed & Decree nisi  
" Aug. Decree nisi confid and  
set for hearing by Peff

1882. Aug. Decree & cont'd.  
" Nov. Decree final

Pr 36.14  
4.27  
1.50  
76  
42.67

41.85



Melvin Graham for v. Poff

vs.

In Lohy.

James P. Graham others Defts

The Counsel for the plaintiff announcing in open court, that the debt to enforce the payment of which this suit was brought had been settled by the defts. with the plaintiff since the last term together with the clerks and sheriffs cost. leaving only an attorneys fee of \$15.00 unpaid, with the assent of Ayers & Mager the plaintiffs counsel It is now adjudged ordered & decreed that execution be awarded them against James P. Graham for said \$15.00 with legal interest thereon from this 4<sup>th</sup> day of Dec<sup>r</sup>. 1882 Till paid and no further action being necessary this cause is ordered to be stricken from the docket.

Melvin Graham for

as { Decree final

James P. Graham tel

Entered page 291

J. A. Hyatt  
Clerk

Enter this decree

Dec. 4 1882

J. A. K.



Melvin B. Graham for &: Pff }  
vs. } In Chancery  
James P. Graham & others } Defts

This cause came on this day to be heard upon the  
Plaintiffs Bill, <sup>and exhibits thereunto</sup> Taken for confessed by each of the defendants  
themselves, and was argued by counsel. On consideration  
of the matters of the plaintiffs bill, it is adjudged order  
ed and decreed that he for the benefit of Henry B. Joslyn  
recover against the defendant James P. Graham the  
sum of \$35.00 the debt in the bill mentioned with legal  
interest thereon from the 7th day of May 1882 till paid  
and the costs of this suit. And it further appearing  
to the court, that the debt above decreed the Pff. is a debt  
contracted for the purchase price of the land decreed  
in the deed filed as exhibit (B) with the Pffs bill, and  
that it constitutes and is a valid lien thereon although  
said land is now in the possession of Jefferson & Dawkins  
by purchase from said Graham. It is therefore further  
adjudged ordered and decreed that unless the debt and  
costs above adjudged the plaintiff be paid him within  
20 days from the rising of this court, then that said land  
mentioned in said exhibit (B) or so much thereof as may  
be necessary be sold for cash in land at the first day  
of the court house of Lee County on some court day, after  
the same shall have been advertised 30 days prior thereto  
showing the time terms and place of sale. And Henry  
J. Morgan is appointed a Special Commissioner to  
execute this decree of sale, who will report his action to the  
court, and the cause is continued.



Melvin B. Graham for &c.

vs.  $\frac{1}{2}$  Decree No. 1

Jas P. Graham & al

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J. Alstyatt  
Clerk

Entm

Jn. A. K.

Sept 4/82



\$

35.00

Apr 7<sup>th</sup> 1881.

Thirteen months after date I promise to pay to the order of

~~Charles Willoughby~~

Melvin C. Graham \$35.<sup>00</sup>/<sub>100</sub>

Dollars, for value received, and I hereby waive the benefit of my Homestead  
and personal property Exemptions as to this debt. Witness  
my hand and seal. This note is for land,



C. WILLOUGHBY Job Printer.

No

J. P. Graham (SEAL.)

(SEAL.)



I hereby assign this note  
to H. C. Joslyn Apr 11<sup>th</sup>  
1881

Malcolm C. Graham

(H)

22  
m



The Commonwealth of Virginia,

To the Sheriff of Lee County . . . Greeting:

We Command you to Summon

*Jas D. Graham, Jefferson  
Kinser and Dow Kinser.*

*Tuesday or Wednesday*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

*July*

next, being rule day to answer a bill in Chancery, exhibited in our said Court against

*them*

by

*Melvin C. Graham*

*who sues for the benefit of W. C. Joslyn*

And have then there this writ. Witness JOHN A. G. HYATT Clerk of our said Court at the Court-House  
this *3rd* day of *July* 188*2* in the *106* year of the Commonwealth.

*J. A. Hyatt* CLERK.



A & M

Melinda C. Graham for vs  
Spa in Chic  
James P. Graham & others  
To July Rules 1882

Executed by delivering  
an office copy of the  
within on each of  
the parties, July 3-1882

Thomas J. El Dr  
for Thomas J. El Dr